

Business Online Banking Application



☐ New ☐ Modify ☐ Add ☐ Delete

Client # _____

(All Fields are Required)

Company Information:

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Authorization Information:

Authorized Signer on Account: _____

Authorized Signer E-Mail Address: _____ Phone Number _____

Account List: List all Accounts that you would like to access via Business Online Banking

Add / Delete		Account number:	Account Type:				Internal Transfer	
			Checking	Loan	Savings	CD	Yes	No
<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Users: List all individuals requiring access to the above listed accounts via Business Online Banking.

Please create a unique Access ID for each user. Each ID must contain six (6) alpha/numeric characters. For security reasons a separate email address for each user is required. Please provide a security question and answer for each user.

*** Selection of Cash Management Services will require an additional company application and/or agreement for the service(s) selected. For ACH Origination and Remote Deposit Capture additional requirements and approval are required.**

☐ Add ☐ Delete ☐ Modify

Name: _____

Access ID: _____

E-Mail Address: _____

Phone Number: _____

Security Question: _____

Security Answer: _____

Type of Access:

☐ Inquiry Only ☐ Stop Payment

☐ Internal Transfer ☐ E-Statements

Cash Management Services*:

☐ ACH Origination ☐ Remote Deposit Capture

☐ Wire Manager ☐ Business Bill Pay

Additional space for Users on page 2.

Application Request Prepared by: _____

Date: _____

☐ Add ☐ Delete ☐ Modify

Name: _____

Access ID: _____

E-Mail Address: _____

Phone Number: _____

Security Question: _____

Security Answer: _____

Type of Access:

☐ Inquiry ☐ Stop Payment

☐ Internal Transfer ☐ E-Statements

Cash Management Services*:

☐ ACH Origination ☐ Remote Deposit Capture

☐ Wire Manager ☐ Business Bill Pay

☐ Add ☐ Delete ☐ Modify

Name: _____

Access ID: _____

E-Mail Address: _____

Phone Number: _____

Security Question: _____

Security Answer: _____

Type of Access:

☐ Inquiry ☐ Stop Payment

☐ Internal Transfer ☐ E-Statements

Cash Management Services*:

☐ ACH Origination ☐ Remote Deposit Capture

☐ Wire Manager ☐ Business Bill Pay

☐ Add ☐ Delete ☐ Modify

Name: _____

Access ID: _____

E-Mail Address: _____

Phone Number: _____

Security Question: _____

Security Answer: _____

Type of Access:

☐ Inquiry ☐ Stop Payment

☐ Internal Transfer ☐ E-Statements

Cash Management Services*:

☐ ACH Origination ☐ Remote Deposit Capture

☐ Wire Manager ☐ Business Bill Pay

☐ Add ☐ Delete ☐ Modify

Name: _____

Access ID: _____

E-Mail Address: _____

Phone Number: _____

Security Question: _____

Security Answer: _____

Type of Access:

☐ Inquiry ☐ Stop Payment

☐ Internal Transfer ☐ E-Statements

Cash Management Services*:

☐ ACH Origination ☐ Remote Deposit Capture

☐ Wire Manager ☐ Business Bill Pay

☐ Add ☐ Delete ☐ Modify

Name: _____

Access ID: _____

E-Mail Address: _____

Phone Number: _____

Security Question: _____

Security Answer: _____

Type of Access:

☐ Inquiry ☐ Stop Payment

☐ Internal Transfer ☐ E-Statements

Cash Management Services*:

☐ ACH Origination ☐ Remote Deposit Capture

☐ Wire Manager ☐ Business Bill Pay

I hereby grant the individuals listed above authority in accordance with the Cash Management agreement to access the accounts listed above using the Business Online services which have been selected:

Authorized Signature

Date

Name/Title

Please print and fax the application along with the Cash Management Agreement to the Business Online Banking Department at 800-850-2568. Or, you may take the completed application and agreement to your local Colony Bank office. Once your application has been processed, you will be contacted by one of our Business Online Banking Representatives.

Branch Personnel use only:

Date Received: _____ Branch Number: _____ Portfolio Number: _____

Branch Officer Name: _____ Signature: _____



Cash Management Agreement

Name of Business: _____ Tax ID Number: _____

Contact Name: _____ Phone: _____

This agreement is made this ____ day of _____, 2____, **by and between Colony Bank ("Bank") and Client (party named above):**

This Agreement sets forth the terms of the cash management services ("Services") that Colony Bank ("Us" and "Bank") makes available to its customers ("you"). By applying for any Services, you agree to be bound by these terms. Your use of any Service will be additional evidence of your agreement to these terms.

Additional agreements may apply based on the selection of services chosen with this service. In the event of any conflict between the terms and provisions of additional service agreements and the terms and provisions of this Agreement in connection with the use of any service, the terms and conditions of the individual service agreements shall govern in connection with the use of that service.

1. Services. We will notify you when the Services you request will become available to you. If you request additional Services in the future, they will also be governed by this Agreement, unless we advise you otherwise.

2. Equipment. You are responsible for providing and maintaining any equipment that is necessary for the Services, such as telephones, terminals, and computers. We assume no responsibility for the defects or incompatibility of any computers that you use in connection with the Services, even if we have previously approved their use. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES OF EQUIPMENT UTILIZED.

You agree to comply with the terms of any software license(s) provided to you in connection with the Services. You may not transfer, distribute, copy, reverse, compile, modify, or alter such software. Unless otherwise agreed by us in writing, the computer programs, Service guides, security procedures, software and systems provided to you in connection with the Services represent our proprietary property and must be returned to us upon request.

3. Accounts. Your application may list certain Bank accounts that you wish to access with the Services. If it includes the accounts of your parent company, subsidiaries or affiliates, you warrant that they have authorized you to access their accounts through the Services in the same manner as your own accounts. You agree to provide us with their written authorization, in form and substance acceptable to us, evidencing that authority, and to notify us immediately in writing of any change to that authorization.

You will need to designate certain accounts for specific purposes in connection with some of the Services. If you link more than one checking account to our wire or ACH Services, for example, you will need to specify the account from which transfers should be made.

You must appoint an individual (an "Administrator") with the authority to determine who will be authorized to use the Services on your behalf. Your Administrator can establish separate security codes for you and each user, as well as limits on each user's authority to access information and conduct transactions. You assume sole responsibility for the actions of your Administrator, the authority he or she gives others to act on your behalf, and the actions of the persons designated by the Administrator to use the Services. You or your Administrator will need to designate which accounts will be utilized for Service payments and transfers. If your Administrator designates an account that requires more than one signature for the withdrawal or transfer of funds, you agree that we may act upon any Service instruction that is accompanied by the security code(s) designated by you or your Administrator for that account and the Service in question, notwithstanding the authorization contained in the agreement and/or signature card for that account or Service, as appropriate.

Note: This may mean that we will act upon the instruction of only ONE person (e.g., to wire funds), even though the signature card and/or agreement for the account in question requires two or more signatures on checks. As long as an instruction is accompanied by the designated security codes, the transaction will be deemed authorized by you.



4. Fees. You agree to pay us the fees we establish for each of the Services. See our fee schedule for details. We will charge them directly to your accounts with us. We may amend our Service pricing from time to time. Special or additional Services performed at your request will be subject to such additional terms and fees as you and we may agree.

In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Services. You also are responsible for the costs of any communication lines and any data processing charges payable to third parties.

5. Access to Account Data. Some of the Services provide you with balance and other account information. Since certain information and transactions are not processed by us until after the close of our business day, some transactions may not be reflected in the system until the next banking day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information system. If you are unable to access our system for any reason, you can contact your branch of account for loan and deposit information.

6. Information Processing and Reporting. We offer a number of Services that require us to receive process and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information that you or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties.

- a. **Information You Provide to Us.** You assume the sole responsibility for providing us with complete and accurate information in the form and format that we require (e.g., in connection with wire and ACH transfers). We are not responsible for confirming such information, or for monitoring or refusing to process duplicate instructions by you or your agents. For example, if you give us a wire transfer instruction that is incorrect in any way, you agree that we may charge your account for the payment whether or not the error could have been detected by us. We are not obligated to detect errors in your transfer or payment instructions.
- b. **Your Instructions.** You must accurately describe transaction beneficiaries, intermediary financial institutions, and the beneficiary's financial institution in transfer and payment instructions. If you describe any beneficiary or institution inconsistently by name and number, other institutions and we may process the transaction solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution.
- c. **Your Review.** You acknowledge that it is not possible for the Services to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, you agree to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunication failure). If we are unable to provide a Service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

7. Reliance on Third Parties. Our ability to provide certain Services (e.g., in connection with electronic data interchange) is dependent upon our ability to obtain or provide access to third party networks. In the event any third party network is unavailable or we determine, in our discretion, that we cannot continue providing any third party network access, we may discontinue the related Service or may provide the Service through an alternate third party network. In such situations, we will have no liability for the unavailability of access. We will not be responsible for any services you receive from third party vendors.



8. Security Procedures. We may provide you with a User ID and/or passwords along with a Security Token (for Remote Deposit, ACH and Wire functions only) (collectively, a "Security Code") to access the Services. You agree to: (a) comply with the procedures that we provide to you; (b) take reasonable steps to safeguard the confidentiality and security of the Security Code, the Security Token (if applicable), and any other proprietary property or information we provide to you in connection with the Services; (c) closely and regularly monitor the activities of employees who access the Services; and (d) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached. Our security procedures are not designed for the detection of errors (e.g., duplicate payments or errors in your fund transfer instructions). We will not be obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

You and your employees agree to change the passwords you are assigned on a regular basis. We may require you to change your Security Code at any time. We may deny access to the Services without prior notice, if we are unable to confirm (to our satisfaction) any person's authority to access the Services or if we believe such action is necessary for security reasons.

Each time you make a transfer or payment with a Service, you warrant that our security procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions). Some of our Services allow you or your Administrator to set transaction limitations and establish internal controls. Your failure to set such limitations and implement such controls increases your exposure to, and responsibility for, unauthorized transactions. You agree to be bound by any transfer or payment order we receive through the Services, even if the order is not authorized by you, if it includes your Security Codes or is otherwise processed by us in accordance with our security procedures.

9. Wire Transfer Service. If you are approved for this Service, you can provide us with electronic instructions to transfer funds to third parties. We will provide you with confirmation of our receipt of your wire instructions.

10. Automated Clearing House ("ACH") Service. If you are approved for our ACH Service, you agree to comply with the Operating Rules of the National Automated Clearing House Association ("NACHA") (collectively, the "Rules"), as amended from time to time. You can obtain a copy of the Rules by contacting NACHA.

You may initiate ACH debit entries only with the prior written authorization of the persons whose accounts are affected by such entries. You agree to maintain a copy of each authorization for a period of two years following its termination, and to provide us with a copy upon request. You will not submit ACH debit entries to collect funds for checks or other paper items which have been dishonored and returned for any reason, even if such represented check entries are permitted under the Rules.

You agree to maintain sufficient collected and available funds in your account for a period of two business days prior to the settlement date to cover the amount of your transfers, as well as returned or reversed debit entries, adjustments, and other amounts owed to us under this Service. We may refuse an entry if there are not sufficient collected and available funds in your account on the date we initiate the transaction (up to two business days before an ACH settlement date) or on the settlement date. We will notify you of such refusal electronically, in writing, by telephone, or otherwise no later than two business days after the date the transaction was to be effected. We are not required to pay you interest on a rejected entry for the period from refusal of the entry to your receipt of the notice of refusal. If an entry is returned, we may submit the entry back to you, adjust your account, and await further instructions. You agree to retain and provide us with the necessary information to make such entries until midnight of the third business day following the settlement date. Credit for an ACH transfer is provisional until the receiving financial institution obtains final settlement. If final settlement doesn't occur, the originator of the transfer is not deemed to have made payment to the beneficiary, and the beneficiary's bank is entitled to a refund of the provisional credit.

11. Book Transfer Service. Transfers between your deposit accounts with us are subject to the terms of your deposit agreement.



12. Stop Payment Service. You may place a stop payment on a check by inputting complete and accurate information: the account number, the check number, the check amount (in dollars and cents), the date the check was issued, the payee, and the reason for placing the stop payment. If any information is incomplete or incorrect, we will not be responsible for failing to stop payment on the item. Requests become effective when we confirm their receipt and have verified that the item has not been paid. From time-to-time, the on-line system may be inoperable. If that occurs, your request can be communicated to us by telephone or in writing.

13. Amending/Canceling a Transaction. Unless this Agreement provides otherwise, you do not have a right to cancel or amend a payment or transfer instruction (e.g., an ACH payment) once we have received it. If we attempt to reverse a transaction at your request, we assume no liability for any interest or losses that result if the reversal is not effected. Requests to cancel a transaction must state the exact amount (dollars and cents) of the transaction you wish to stop. You agree to indemnify, defend, hold harmless and reimburse us for all expenses, losses, claims, actions, proceedings and damages we incur in effecting or attempting to effect any reversal. You are solely responsible for providing notice to the receiver/beneficiary that a reversal is being transmitted and the reason for the reversal no later than the settlement date of the reversing entry.

14. Notice of Returned Payments or Transfers. We may notify you electronically, in writing, by telephone, or otherwise if any funds transfer is rejected or returned (e.g., by the ACH) for any reason. We will not be obligated to credit your account with any interest, unless the return is caused by our failure to properly execute your instruction.

15. Transaction Limits and Safeguards. You agree not to exceed the Service transaction limits we establish from time to time for your account. You agree that you will not allow anyone to initiate transfer or payment instructions on your behalf without documented approval provided to us. You assume all responsibility for the adequacy of safeguards, security procedures, and accuracy of processing for transactions prior to being submitted to us and will immediately notify us of any changes to those authorized to initiate transactions on your behalf.

16. Unauthorized Transactions. We may process any payment or transfer instruction (including an amendment or cancellation instruction) that we believe is transmitted or authorized by you if we act in compliance with the security procedures (e.g., we obtain the Security Code) you and we have agreed upon for the Service. The instructions will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such transactions, even though they are not transmitted or authorized by you.

We may elect to verify the authenticity or content of any instruction, as an alternative security procedure, by placing a call to any authorized signer on your account or any other person designated by you for that purpose. If we are unable to verify an instruction to our satisfaction, we may reject the instruction.

17. Electronic Mail/Internet. If you send us electronic mail ("e-mail"), we may not receive or review it immediately. We will have a reasonable time to act upon any e-mail request or notice, and reserve the right to reject any request received by e-mail. You acknowledge that, even though e-mail may be encrypted, we cannot ensure that it will not be intercepted or affected by the actions or omissions of others, such as third party networks or persons with access to the Internet. As such, we recommend that you not send account data or other sensitive information to us by e-mail.

Your use of the Internet will be entirely at your own risk. We make no representation, warranty or endorsement with respect to: (a) information placed on the Internet by third parties; (b) the security or continued availability of the Internet or of any Internet web site, including without limitation our web site; or (c) the services, products or information made available over the Internet by others whose sites may be accessed, directly or indirectly, as a result of our Services. Our service providers and we assume no responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system.

You agree that: (a) Internet services are provided to you on an "as is" basis, without warranties of any kind; (b) we, our affiliates, Internet service providers, and licensors will not be liable for any errors, defects in, or the untimeliness or lack of authenticity of, any information provided over the Internet; (c) you will comply with all laws applicable to your Internet activities; (d) you will not transmit any information which is defamatory, abusive, or which may give rise to civil liability; (e) we may monitor your e-mail and Internet communications with our employees; and (f) our Internet Service will be subject to the additional qualifications and operating rules, if any, set forth on our web site.



18. Cutoff Hours. A number of our Services are subject to processing cutoff hours (Eastern Standard Time). See Addenda A for list of hours. Instructions received after the cutoff hour or on a non-business day may be deemed received as of the next business day. Our business days are Monday through Friday, excluding holidays. See list of holidays in **Addenda A**. Services may occasionally be unavailable due to needed maintenance or system/network interruptions.

19. Limitation of Liability. Except as otherwise stated in this Agreement, we will be liable to you only for damages arising directly from our intentional misconduct in the performance of the Services. We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties that are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (d) any error, failure or delay in the transmission or delivery of data, records or items due to a breakdown in any computer or communications facility; (e) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (f) causes beyond our reasonable control; (g) the application of any government or funds-transfer system rule, guideline, policy or regulation; (h) the lack of available funds in your Account to complete a transaction; (i) our inability to confirm to our satisfaction the authority of any person to act on your behalf; or (j) your failure to follow any applicable software manufacturer's recommendations or our Service instructions. There may be other exceptions to our liability, as stated in your deposit or other Service agreements with us.

We will not be responsible under any circumstances for special, indirect, punitive, or consequential damages that you incur as a result of our actions or omissions, even if we are aware of the possibility for such damages. Our liability and your remedy for actual costs and losses resulting from our actions and/or omissions whether the claim is in contract or tort over the term of this Agreement, will not exceed six times the average monthly charge for the Service(s) in question for the three months immediately preceding the cost or loss.

Any claim, action or proceeding by you to enforce the terms of this Agreement or to recover for any Service-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with your Services.

You acknowledge that our Service fees have been established in contemplation of: (a) these limitations on our liability; (b) your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and (c) your agreement to assist us in any loss recovery effort.

20. Indemnification. You agree to indemnify, defend and hold us, our parent company, affiliates and subsidiaries, and our respective directors, officers, employees and agents, harmless from and against any claim, damage, loss, liability and cost (including, without limitation, attorney's fees) of any kind which results directly or indirectly, in whole or in part, from: (a) our actions or omissions, if they are in accordance with your instructions or the terms of this Agreement; or (b) the actions or omissions of you, your agents or employees.

21. Statements and Notices. Information on transfers to or from your accounts will be reflected on your periodic statements. We are not required to provide you with any other notice of the receipt, transmittal or debiting of wire transfers, ACH entries or bill payments.

You agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any account; (c) a breach in the confidentiality of the Security Codes or Security Tokens; or (d) other problems related to the Services. You must send us a written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 15 days from the date you first discover the problem or receive information reflecting the problem, whichever occurs first). If you fail to notify us within 15 days, you agree that, in addition to any other limitations on our liability: (a) in the case of an erroneous funds transfer, you will be liable for all losses up to the amount thereof (as well as any loss of interest), that result from your failure to give us such notice or that might have been prevented by your giving us such notice; and (b) in the case of an unauthorized funds transfer, we will not be liable for any loss of interest that results from your failure to give us such notice or which might have been prevented by your giving us such notice.



Unless otherwise agreed, notices required by this Agreement must be in writing. Notices to you may be mailed or sent to you electronically at the statement, email, or mailing address shown for you in our deposit or Service records. Notices to us must be mailed or delivered to us at: Colony Bank, ATTN: Business Online Banking Services Department, PO Box 989, Fitzgerald, GA 31750.

22. Your Records. This Agreement and the Services are not intended to relieve you of any obligation imposed by law or contract regarding the maintenance of records or from employing adequate audit, accounting and review practices as are customarily followed by similar businesses. You agree to retain and provide to us, upon request, all information necessary to remake or reconstruct any deposit, transmission, file or entry until ten business days following receipt by us of the deposit, file, entry, transmission, or other order affecting an account.

23. Termination. You or we may terminate this Agreement as to some or all of the Services, with or without cause by giving 30 days prior notice to the other party. We may suspend or terminate your Services or this Agreement immediately and without prior notice if: (a) you breach any agreement with us; (b) the confidentiality of your Security Code or Security Token is compromised; (c) we have reason to believe that an unauthorized transaction has taken or may take place involving any of your accounts or any of the Services; (d) you become insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; or (e) we are uncertain as to any person's authority to give us instructions regarding your accounts or the Services. The termination of this Agreement will not affect the rights or obligations of the parties that arise prior to termination.

24. Miscellaneous Terms.

- a. **Agents.** You will not allow others to provide instructions to us (e.g., wires transfer orders or ACH entries) on your behalf without our prior written consent. You will be solely responsible for the acts and omissions of such agents. You agree to indemnify, defend and hold us harmless from any actions, claims, proceedings, damages, losses and costs which you or we incur as a result of their actions or omissions.
- b. **Amendments.** We may amend (add to, delete or change) the terms of this Agreement and the Service fees by providing you with 30 days prior notice. We may amend our security procedures without prior notice if immediate changes are required for security reasons or the changes do not have a material effect on your use of the Services.
- c. **Georgia Law.** This Agreement will be governed by and construed in accordance with the laws of the state of Georgia.
- d. **Compliance with Laws.** You agree to comply with all applicable laws and regulations when using the Services. You agree not to initiate any wire transfer, ACH entry or payment that would violate the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control.
- e. **Entire Agreement.** This Agreement supplements (and supersedes where inconsistent) the terms of your deposit agreement with us. Together, they constitute the entire agreement between you and us with respect to the Services.
- f. **Financial Review.** You agree to provide us with a financial statement or information on your financial condition at least annually upon our request.
- g. **Security Interest.** You grant us a security interest in your Bank accounts to secure the repayment of any overdraft or other obligation that you incur under this Agreement.
- h. **No Assignment.** We may assign our rights and delegate our duties under this agreement to a company affiliated with us or to a third party. You may not assign any right or delegate any obligation under this Agreement without our prior written consent.



- i. **No Third Party Beneficiaries.** This Agreement is made for the exclusive benefit of you and us. No third party has any rights under this Agreement.
- j. **No Third Party Use.** Unless you have our prior written consent, you may not use the Services to process transactions for third parties or permit others to initiate Service transactions on your behalf.
- k. **Overdrafts.** When you transmit a transfer or payment request to us, you authorize us to charge your account for the amount indicated. If your account does not have sufficient available funds, we may reject the transaction. Our allowance of any overdraft will not obligate us to honor future overdrafts at a later time, and we may refuse to do so without cause or prior notice. We may charge a fee for each payment or transfer request presented against insufficient available funds.
- l. **Validity.** If any provision of this Agreement is found to be void or invalid, the remainder of this Agreement will remain in full force and effect.
- m. **Waivers.** Any waiver by us must be in writing to be effective. Our waiver of any right will not be deemed a waiver of other rights or of the same right at another time.



Additional Services

☐ **ACH - Automated Clearing House Service**

If you are approved for this Service, you agree to sign the "**Agreement for Automated Clearing House (ACH) Services**"

☐ **Business Bill Pay**

If you are approved for this Service, you agree to sign the "**Agreement for Bill Pay Services**"

☐ **Remote Deposit**

If you are approved for this Service, you agree to sign the "**Remote Deposit Agreement**".

☐ **Wire Transfer Service**

If you are approved for this Service, you agree to sign the "**Wire Transfer Agreement**".

IN WITNESS WHEREOF, with the intent to be legally bound hereby, the parties have executed this Agreement as of the date set forth above.

Client

By: _____

Title: _____

Colony Bank

By: _____

Title: _____



Multiple Tax ID Authorization

ONLY Required if business has multiple Tax ID

The following authorized signatures approve the Primary Business/Corporation to have access to their account information through the Colony Bank Business Online Banking Application. This access may include but is not limited to Book Transfers, Account History, Stop Payments, Wire Transfers, Remote Deposit, or ACH Origination.

Primary Business/Corporation Name: _____

Primary Business/Corporation Tax ID: _____

Affiliated Business Name: _____

Affiliated Business Tax ID: _____

Affiliated Accounts Authorized for Access:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Affiliated Business Authorization:

_____ (Signature)	_____ (Printed Name)	_____ (Date)
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_____ (Signature)	_____ (Printed Name)	_____ (Date)
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_____ (Signature)	_____ (Printed Name)	_____ (Date)
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_____ (Signature)	_____ (Printed Name)	_____ (Date)
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Primary Business/Corporation Acknowledgement:

_____ (Signature)	_____ (Printed Name)	_____ (Date)
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*****Please note: To rescind authorization, the Affiliated Business must notify the Bank in writing of any authorization changes. Please send to:***

Colony Bank, Attn: Business Online Banking Services Department, 625 W. Ward St., Douglas, Ga. 31533.



Addenda A

Processing Schedule

All transaction(s) must be submitted by the cut off times noted below to allow processing on the Effective Entry date:

ACH Origination	3:00 PM
Wire Transfers	3:00 PM
Book Transfers (internal transfers)	6:00 PM
Remote Deposit Processing	6:00 PM
Stop Payments	6:00 PM

Our banking days are **Monday thru Friday**, with the **exception** of the following **holidays** that are observed by the Federal Reserve Bank:

New Year's Day	January 1st
Martin Luther King Jr. Day	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4th
Labor Day	First Monday of September
Columbus Day	Second Monday of October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday of November
Christmas Day	December 25th

NOTE – If the Holiday falls on a Saturday, the Bank will be **OPEN** the preceding Friday.
If the Holiday falls on a Sunday, the Bank will be **CLOSED** the following Monday.